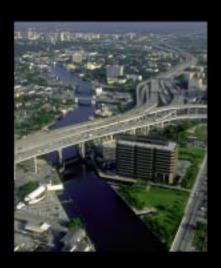
FISCAL YEAR 2000











Funding Program Guidelines, Application & Project Categories

Water Resources Education Partner Program



Please note Program changes for FY2000

A supplemental water resources education funding program was originally created and approved by the District Governing Board in 1991. Since then, up to 0.25% of the annual ad valorem tax budget for the District has been earmarked specifically to cost-share education partnership efforts that promote awareness, knowledge, and responsible action toward the management of South Florida's water resources. During the past nine years, this program has helped fund curriculum development, teacher in-service education, youth camp and nature center programs, student/ teacher water resource field studies, and other related Projects.

Beginning with the FY2000 budget year, the Water Resources Education Partnership Program has been re-structured to simplify both the Application and contracting processes. The broadbased "Request For Proposals" (RFP) solicitation and submittal process has been replaced with a more streamlined funding Application process. The program focus also has been modified to reflect current District needs and initiatives. Each year the District will identify specific Project categories for funding through the Partner Program. Applications will be solicited only for Projects that address those identified Project categories.

The revised program guidelines, Application information and FY2000 categories are contained in this booklet.

The South Florida Water Management District encourages individuals, businesses, not-for-profit organizations, educational institutions and government agencies to consider partnering with us. Working together, we can help the South Florida community develop a better understanding of, and appreciation for, our precious water resources.

Funding Application Deadline and Mailing Instructions for FY2000

Deadline: Friday, May 28, 1999 2:00 p.m.

Copies: 10 copies of the Application Package, which includes 1 marked

"Original" must be submitted in a sealed container.

Submit to: South Florida Water Management District

Attn: Procurement Division B-1 Building, 2nd Floor West

3301 Gun Club Road West Palm Beach

FL 33406

The sealed container shall be clearly marked on the outside, "Water Resources Education Partner Program Funding Application" including the Applicant's return address. The District assumes no responsibility for Applications not properly marked. Receipt of an Application by any other District office, receptionist or personnel other than the Procurement Division

does not constitute "delivery." Applications submitted via facsimile

transmission shall not be accepted. The District will not accept Applicant-

initiated amendments that are postmarked after the final deadline.

Inquiry Period: March 15, 1999 to May 21, 1999

Direct Linda Greer

Inquiries to: Telephone No. (561) 682-6396

Fax. No. (561) 682-6390

Expected Award

Date: October 1999

Water Resources Education Partner Program FY2000 Project Categories

For FY2000, applications are solicited to address the categories listed below. The numbers are NOT priority ranking, but are merely for reference.

#1. Continue Extra Curricular Educational Experiences for School Age Youth

Target Audience: School-age youth kindergarten through grade 12

Geographic Area: Any or all areas of the District

End Results/Products: Programs, Presentations, Camps, Field Experiences and other Educational

Activities and Materials

#2. Increase Education/Outreach regarding Water Supply Planning Efforts and/or the Central & Southern Florida Project Comprehensive Review Study (the Restudy)

Target Audience: Adults, General Population **Geographic Area:** Any or all areas of the District

End Results/Products: Programs, Presentations, Demonstrations and Field Experiences

#3. Increase Education/Outreach regarding Water Quality/Stormwater

Target Audience: Homeowners and Business Owners **Geographic Area:** Any or all areas of the District

End Results/Products: Programs, Presentations, Demonstrations and Field Experiences using <u>Know</u>

the Flow, This Old Pond, Florida Yards and Neighborhoods and other successful materials and

approaches.

#4. Increase Water Resource Awareness, Understanding and Action by Minority Populations

Target Audience: Youth and Adults, Minority Populations

Geographic Area: Any areas of the District with a concentration of the Target Audience

End Results/Products: Programs, Presentations, Camps, Field Experiences and other non-school

activities.

#5. Increase Water Resource Awareness, Understanding and Action by Senior Citizens

Target Audience: Adults, Senior Citizens

Geographic Area: Any areas of the District with a concentration of the Target Audience

End Results/Products: Programs, Presentations, Demonstrations and Field Experiences for Senior

Citizens

#6. Train Resource Managers to Manage Public Lands

Target Audience: Adults, post-secondary education **Geographic Area:** Any or all areas of the District

End Results/Products:

Classes/Courses in cooperation with adult education programs, vocational schools, colleges or universities, that use District lands in a training program for natural resource managers of public lands.

Field Studies and Experiences such as hydrologic restoration, exotic species control/treatment and public use facilities development using District lands.

Possible sites include Reedy Creek, Reinhardt Property, Shingle Creek, Six Mile Slough, Lake Russell and the DuPuis Reserve.

Water Resources Education Partner Program Guidelines and Funding Application

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Program Description

Program Purpose

The outreach mission of the District is to foster an ethic for protection of our water resources through awareness, education and action. The purpose of the Water Resources Education (WR Ed) Partner Program is to provide increased water resource education and outreach through partnerships with individuals, agencies, organizations and businesses.

Partner Projects are intended to accomplish the following:

- □ Further understanding of the District's mission, goals, priorities and current issues;
- Develop and pilot innovative concepts, approaches and materials for achieving specific District educational goals and objectives
- □ Use proven successful education materials and Projects/concepts;
- □ Provide the District with a presence and recognized water resource education role in local communities.

Eligibility of Projects

To be eligible for funding consideration, Applications must:

- 1. Be responsive to District annual Project categories including target audience(s), topic(s) and geographic area(s):
- 2. Be designed for completion within one year of execution of the agreement, which is scheduled for October of each year;
- 3. Include a cost share of a minimum of 25 percent of the Project Cost;
- 4. Request a District cost share of less than \$50,000; and
- 5. Include a completed Funding Application Package consisting of Funding Application Form; Detailed Project Description, Cost Sharing Proposal, Certification of Corporate Status (if applicable), District Insurance Certificate (if applicable).

Application Review and Selection Calendar

Application and selection will follow the general schedule below.

March	April	May	
	ications and annual Project categories available for Partner Program.		
June	July	August	
Selection Committee reviews Applications and selects Projects for funding. Applicants notified of Projects selected for funding. Funding award documents mailed to successful Applicants for signature.			
September	October	November	
Staff presents selected Projects to Governing Board for approval as part of the District's annual budget process.	District encumbers funds for selected Projects and executes Agreements. Project begins.		
December	January	February	
Staff evaluates program needs and selects categories for Partner Projects for next year.		FY2001 applications and annual project categories available	

Selection CriteriaThe following criteria will guide selection of Projects for funding.

Total Points	Criteria	Project Selection Guidelines
30	Effectively addresses current year category(ies) of the Partner Program	To what extent does the Project help to achieve the desired products and/or results? How well is the Project linked to the targeted outcomes or end results?
20	Thoroughness of Project plan	Is the plan and schedule well thought-out and sufficiently detailed? Is an evaluation instrument clearly identified? How appropriate is the evaluation instrument for measuring Project results? Is a Project reporting schedule outlined?
20	Cost Effectiveness of Project	Does this Project provide reasonable service for the money requested? How do unit costs compare to those for other Projects in terms of value received? To what degree does the proposed Project include cost sharing (minimum 25% of Project cost)? Is third party funding properly documented to show a firm commitment? Will the Project continue after District funding ceases? Will the program result in significant and lasting benefits? Does the Project utilize existing resources?
10	Effectiveness in addressing target audience(s)	Is the Project clearly addressed to the target audience(s) specified by the District? Does the Project plan provide a viable estimate of the number of people the Project will reach? How effective is the Project in recognizing and serving the unique needs of the target audience(s)?
10	Effectiveness in addressing targeted geographic area	Is the Project clearly addressed to the geographic area specified by the District? How effective is the Project in recognizing and addressing the unique needs of the target area(s)? For categories targeted District-wide, to what extent is the Project applicable in all areas of the District?
10	Experience, Qualifications & Prior Performance of Applicant(s)	Does the Applicant appear to be sufficiently capable and qualified to conduct the Project successfully? How well did the Applicant perform on previous Projects of this nature which have been funded by the District and/or other sources?

Information for Applicants

Who Can Apply?

Any individual, business, not-for-profit organization, educational institution and/or government agency that can demonstrate appropriate knowledge, skill and experience in the field of the proposed project. If Applicant is a corporation or partnership, the Applicant must provide verification of Applicant's corporate status and good standing. If Applicant is an out-of-state corporation, the Applicant must provide evidence of its authority to conduct business in the State of Florida.

Allowable Project Costs

Costs shall be allowed provided that:

- 1. They occur or are obligated within the funding period specified on the Application; and
- 2. They are solely for the purposes of the Project being funded and are easily identified as such.

Non-allowable Project Costs

The following costs are not allowable:

- 1. Expenses incurred or obligated prior to, or after, the funding period;
- 2. Bad debts, contingencies, fines and penalties, interest, and other financial costs;
- 3. Entertainment, food, beverages;
- 4. Projects which are restricted to exclusive participation, which shall include restricting access to programs on the basis of sex, race, color, national origin, religion, disability, or age;
- 5. Funding used to underwrite other funding programs;
- 6. Contributions and donations to other organizations;
- 7. Expenses incurred in connection with the preparation, submission or presentation of the funding Application; and,
- 8. Administrative or overhead costs.

Payment Schedule

Applicants must propose a Project payment schedule based upon the following guidelines:

- 1. There should be no more than four (4) payments on any Project.
- 2. There may be one payment at the beginning of the Project of up to 10% of the District's funding share if this is justified by the work plan.
- 3. There may be up to 2 progress payments related to work progress.
- 4. The final payment must be a minimum of 20% of the District's share of the Project and be payable upon completion of the Project.

Funding Compliance Review

The District shall ensure the proper use of funding and compliance with the requirements of the funding agreement by conducting reviews and other checks or audits of the Recipient's and any and all its subcontractor's financial records. Recipients must maintain records and provide District staff with access to such records and to the Project site in order for the District to accomplish compliance reviews. Compliance review activities may include, but shall not be limited to:

- 1. On-site visits of the Project, where applicable;
- 2. Review of accounting records to ensure that they are appropriately maintained. These records are to be sufficient to allow for a proper audit of the Project expenditures
- 3. Assurance that the Recipient files the appropriate reports on the scheduled dates (where set forth in Project description);
- 4. Ensuring that Recipient funding objectives are met;
- 5. Assurance that funding is being expended on allowable expenditures.

Development Costs

Neither the District nor its representatives shall be liable to any extent for any expense(s) incurred in connection with the preparation, submission or presentation of the Application. All information in the Application shall be submitted at no cost to the District.

Use of Materials & District Recognition

The District shall retain the unlimited right to use, revise and repeat programs and materials developed through Water Resources Education Partner Projects and reserves the right, at no cost to the District, to duplicate and distribute these materials. Provision must be made by Applicants to recognize District participation through press releases, signage, statements on printed material and/or other appropriate means.

Withdrawal of Application

Applicants may withdraw their submitted Application by notifying the District in writing through an authorized representative at any time **prior to the submission deadline**. Any individual making the withdrawal shall provide evidence that he/she is an authorized representative of the Applicant. Applications, once received, become the property of the District, and will not be returned to the Applicant even when they are withdrawn from consideration. Applications, once opened, may not be withdrawn or modified except to the extent agreed to by the District.

Disclosure of Applications

Upon receipt, Applications become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. To invoke any exemption to disclosure provided by law, the Applicant must provide specific statutory authority for the claimed exemption, identifying the data or other materials to be protected and stating the reasons why such exclusion from public disclosure is necessary. Should the Applicant assert any such exemptions, the burden of establishing the exemption shall be upon the Applicant.

Rejection of Applications

The District reserves the right to reject any and all Applications when such rejection is in the District's interests. The District may waive minor irregularities contained in an Application. A minor irregularity is a variation from the Application process that does not affect the requested funding amount or does not give an Applicant an advantage or benefit not enjoyed by other Applicants, or does not adversely impact the interests of the District. The District expressly reserves the right to re-advertise and solicit for other Applications for the Water Resources Education Projects or any individual category(ies) stated herein, when the District determines it is in its interest to do so. The District further reserves the right to cancel the Application process at any time if it is in the District's interest to do so. The District anticipates making more than one award, but reserves the right to make only one award, or not to make any award whatsoever and reject all Applications, if to do so is in the interest of the District.

In the event no award is made by the District, the District will post an Official Notice of cancellation of this solicitation or rejection of applications at the Procurement Division, B-1 Building, 2nd Floor West, 3301 Gun Club Road, West Palm Beach. In addition to the Official Notice posting, notice shall be provided on the Bid/RFP Hotline (800-472-5290) and on the District's web site at http://www.sfwmd.gov/caree/2 procure.html.

Review and Selection Process

A Project Selection Committee made up of District staff will review Applications and select Projects for funding. All Selection Committee meetings shall be publicly noticed in the Florida Administrative Weekly in accordance with Chapter 120, Florida Statutes.

Award

The Applicant understands that submitting an Application, as required herein, does not constitute an agreement of any kind, express or implied, with the District. No agreement is binding or official until Applications are selected for funding by the Selection Committee, approved by the District's Governing Board through the annual budget process, and the parties duly execute an official agreement (sample agreement provided at the end of this booklet).

Formal Notice of Intent to Award

In compliance with Chapter 120 of the Florida Statutes, the Official Notice of Award of funding will be posted in the Procurement Division, B-1 Building, 2nd Floor West, 3301 Gun Club Road, West Palm Beach. In addition to the Official Notice posting, notice shall be provided on the Bid/RFP Hotline (800-472-5290) and on the District's web site at http://www.sfwmd.gov/caree/2_procure.html. This notice will remain posted at the District's Procurement Division for a period of seventy-two (72) hours. Failure to file a protest within the time prescribed by law, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Insurance

Insurance coverage shall apply only if the work is being performed on District property. Applicants that are proposing a Project that will be performed on District property must contact Linda Greer at telephone number (561) 682-6396 to obtain the required District Certificate of Insurance specifying the coverage and limits required by the District.

Definition of Terms

- "Applicant" All Applicants including government agencies, educational institutions, for-profit and not-for-profit organizations and individuals applying as independent contractors.
- "Application" A written document that binds the Applicant to terms and obligations that will form the basis for the award agreement between the District and the Applicant for Projects selected for funding.
- "Application Package" an Application Package consists of the following:
 - 1. Funding Application Form (required)
 - 2. Detailed Project Description (required)
 - 3. Cost Sharing Proposal (required)
 - 4. Certification of Corporate Status (if applicable)
 - 5. District Insurance Certificate (if applicable)
- "Award" An executed agreement between the District and the Applicant incorporating the Applicant's funding Application package and the District's Funding Agreement, a sample of which is contained in the Applicant information package. The District reserves the right not to issue any awards whatsoever, if to do so is in the best interest of the District.
- "Cost-Share" That portion of the Project to be funded by the Applicant or by partners other than the District. The Applicant is required to cost-share a minimum of 25 percent of the total Project cost.
- "District" The South Florida Water Management District.
- "Funding" An allotment of monies disbursed towards the payment of costs for purposes identified in the Application.
- "Ineligible" A determination that the Application does not comply with the material requirements of the funding program.
- "Primary Contact" The person representing the Applicant, to whom all inquiries and all contacts by the District should be made regarding the Application and award of funds.
- "Project" The written description included in the Application that will determine the eligibility for funding.
- "Project Cost" The total cost of a water resources education Project.
- "Recipient" The Applicant that has been awarded funding in support of a Project.

Funding Application Instructions

- 1. Before beginning to prepare the Application, please read the guidelines and instructions.
- 2. Complete all sections on the Application form. Clearly address all requested areas in the detailed project description (see below). The complete Application Package will be the sole source of information used to select Projects for funding.
- 3. Make your Application neat, presentable, and easy to read. A typed Application is preferred.
- 4. Secure all pages of the Application copies in the proper order. Do not use hard-sided 3-ring binders or binder clips; spiral binding or small, soft-side 3-ring binders are acceptable. Be certain the margins are wide enough and the binding or hole-punch does not overlap text.
- 5. Keep acronyms to a minimum. Define terms and spell out acronyms.

In order to facilitate District review, Application Packages (10 copies, including one marked "Original") should be organized in the following sequence:

- 1. Funding Application Form (required)
- 2. Detailed Project Description (required)
- 3. Cost Sharing Proposal (required)
- 4. Certification of Corporate Status (if applicable)
- 5. District Insurance Certificate (if applicable)

Application Packages that are not complete as specified above will be declared ineligible.

Funding Application Form (required)

Each Application shall state the name and address of all persons or entities having an interest in the Application. An authorized person or member of the firm making the Application must sign all Applications. In no case may an Application be transferred or assigned by an Applicant.

Detailed Project Description (required)

This required section of the Application should explain the proposed project, including details of the approach, schedule, costs and anticipated benefits. The Applicant should prepare this section of the application in such a manner that the District could incorporate the language into a final Agreement with minimal changes.

The Detailed Project Description **must** be organized and presented in the following format:

- 1. <u>Project Scope:</u> A general description of the proposed project, including anticipated benefits. Explain how the project addresses one or more of the categories for FY 2000 and how the project is linked to the targeted results/outcomes.
- 2. <u>Project Plan:</u> A description of how the project will be implemented within the 12-month timeframe. What are the major project elements and proposed work schedule? What is the procedure for reporting to the District? What is the proposed Payment Schedule? What provisions are made to recognize the District's participation in the project? How will the project be evaluated?
- 3. <u>Cost Effectiveness:</u> A description of how the project provides reasonable service for the money. What are the unit costs? What are the components that make up the unit cost? Does the project utilize existing materials and resources where applicable? What is the Applicant's percentage of cost-share? How are the components of the cost-share secured and documented?
- 4. <u>Target Audience(s)</u>: What target audience(s) does the project reach? How many persons are anticipated to be reached through the project? How does the project identify and serve the unique needs of the target audience?
- 5. <u>Geographic Area(s):</u> What county(ies) does the project serve? What unique regional needs or geographical features are addressed?
- 6. <u>Experience/Qualifications/References:</u> Describe any previous experience with similar projects. Include a description of your knowledge, skills and experience in the field of the proposed project. IMPORTANT: List two references who are knowledgeable of the Applicant's experience on similar previous projects—include name, address, and telephone number where references can be reached during regular business hours.

Cost-Sharing Proposal (required)

Applicants must use the cost-sharing work sheet provided in the Application package to present the Project costs and proposed sharing of costs. A minimum cost share of 25% of the Total Project Cost is required. Funds available from the District cannot be used for administrative salaries or overhead related to water resource education and outreach or ongoing regular maintenance. Additional pages may be provided if needed to provide complete cost information.

Certification of Corporate Status (if applicable)

Applicants that are a corporation or partnership must attach a certification from the Florida Secretary of State, verifying Applicant's corporate status and good standing. If Applicant is an out-of-state corporation, the Applicant must provide evidence certifying corporate status and good standing in the domestic state of incorporation as well as authority to conduct business in the State of Florida.

District Insurance Certificate (if applicable)

Insurance coverage shall apply only if the work is being performed on District property. Applicants that are proposing a Project that will be performed on District property must contact Linda Greer at telephone number (561) 682-6396 to obtain the required District Certificate of Insurance specifying the coverage and limits required by the District.

South Florida Water Management District

FY2000 Funding Application FormWater Resources Education Partner Program

Project Title:			
Brief Project Descrip	tion:		
Target County(s)	or	Multi-county Region(s)	FY2000 Project Category(ies)
		☐ District-wide	
☐ Miami-Dade ☐ Monroe ☐	☐ Broward ☐ Palm Beach	☐ Lower East Coast Region	
☐ Martin [St. Lucie	☐ Upper East Coast Region	
Glades	□ Highlands	☐ Kissimmee Region	Target Audience(s)
Okeechobee [☐ Highlands ☐ Polk	☐ Kissiiiiilee Kegioii	
☐ Orange	Osceola		
☐ Charlotte ☐ Lee ☐	☐ Collier ☐ Hendry	☐ Lower West Coast Region	
Applicant's Legal Na	me (Organization I	Name):	Name of Primary Contact:
Applicant's Mailing A	ddress		Primary Contact's Mailing Address
			, G
Telephone Number (()		Telephone Number: ()
Fax Number ()			Fax Number: ()
E-Mail Address:			E-Mail Address:
Type of Applicant: ((For-Profit Organi Government Age Other	ization ency	☐ Individual ☐ Not-for-Profit Organization ☐ Educational Institution	Date of Incorporation: (If applicable) State of Incorporation:

(From Cost	Applicant	Other Secured	District Funding	Total
Sharing Proposal)		Sources	Requested	
Funding Shares	\$	\$	\$	\$
Percent of Total	%	%	%	100%
Does the Applicant have funds available and budgeted to pay for the applicant's share of the project cost? Yes \(\scale \) No \(\scale \)				e of the project
If No, how and when	does Applicant propo	se to secure the nece	essary funding?	
,			, 0	
	n ever received fundir lementary Environmer			
If you list most ross	nt funding:			
If yes, list most received Year of funding:	Amount: \$	Project Title		
roar or landing		1 10,000 11		
Year of funding:	Amount: \$	Project Title:		
Year of funding:	Amount: \$	Project Title:		
Partner Program Fur within this Application Applicant also certification	plicant has read all of adding Guidelines and An Package is true and es that this Application Application pursuant to	Application, and certificorrect to the best of was prepared withou	ies that all of the infornits knowledge. The ur Its knowledge. The urut collusion with any of	mation contained ndersigned
Authorized Person's	Signature:		Date:	
Print or Type Name:		Title:		

Cost Sharing Proposal (required)

Applicants must use this page to clearly and completely show information and calculations used to determine the cost-share ratio for the proposed Project. A minimum match of 25% is required; indirect costs are not allowable. All costs must be itemized within each major category.

Cost Item	Matching Funds and/or Services provided by Applicant	Other Secured Funding Source(s)	Requested Funding by the District
1. Direct Dollars	\$	\$	\$
2. In-kind Services	\$	\$	\$
Total Source Funding	\$	\$	\$
Percent of Total Cost	%	%	%
		Grand Total	\$

For "Other Secured Funding Sources," list complete name and address of organization(s) below.



1999 - 2000 SOUTH FLORIDA WATER MANAGEMENT DISTRICT FUNDING PROGRAM AGREEMENT

Sample Agreement

Recipient's Name:	Shaded Areas For District Use Only		
Address:	Application No. WREd 2000		
	District Funding Amount: \$		
	District I diffully Amount. \$		
District's Project Manager:			
Address:			
Telephone No:	Fax No:		
Insurance: Applicable Not Applicable			
Recipient's Project Manager:			
Address:			
Telephone No: () Area Code	Fax No: () Area Code		
Federal Employer Identification Number:			
Project Title:			
Troject ride.			

This **Agreement** is entered into between "the Parties", the South Florida Water Management **District**, (the "**District**"), and the undersigned Applicant, hereinafter referred to as the "**Recipient**". The **Recipient** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **Agreement**, and shall abide by all legal, financial, and reporting requirements, as required herein.

ARTICLE 1 – PROJECT

1.1 The **Recipient** shall, to the satisfaction of the **District**, fully and timely perform all work described in the "Detailed Description of the Project," attached hereto as Attachment "A", and made a part of this **Agreement**.

ARTICLE 2 - TERM OF THE AGREEMENT

- 2.1 The period of performance of this **Agreement** shall commence on the date of execution and shall continue for a period of one (1) year.
- 2.2 The Parties agree that time is of the essence in the performance of each and every obligation under this Agreement.

ARTICLE 3 - COMPENSATION/CONSIDERATION

- 3.1 As consideration for providing the goods and services required by this **Agreement**, the **District** shall pay the **Recipient** the funding amount as specified on page 1 of this **Agreement** (hereafter referred to as "Cover Page.") Such amount is a fixed amount and therefore, no additional consideration shall be authorized.
- 3.2 The **Recipient** assumes sole responsibility for all work performed pursuant to Attachment "A."

ARTICLE 4 – FUNDING PAYMENTS AND REPORTING

- 4.1 The **District** shall make payment to the **Recipient** in accordance with the Payment Schedule in Attachment A. The **Recipient**'s invoice shall reference the **District**'s Application Number and shall be sent to the District Project Manager at the address stated on the first page of the **Agreement**. The **Recipient** shall not submit an invoice to any other address at the **District**. Failure by the **Recipient** to follow the foregoing instructions may result in an unavoidable delay of payment by the **District**.
- 4.2 The **District** shall inspect all work and review final reports before authorization of payment is made to the **Recipient**. The **District** shall pay the full amount of the invoice in accordance with the Payment Schedule, attached herein as part of Attachment AN within thirty (30) days of receipt and acceptance, provided the **Recipient** has performed the work according to the terms and conditions of this **Agreement**. Funding will be withheld if the **Recipient** has not submitted required reports or met all of the requirements of this **Agreement**.
- 4.3 All final deliverables generated in accordance with this **Agreement** shall contain a statement recognizing the **District's** funding contribution. In addition, any future publications including, but not limited to, media releases, articles, fact sheets or promotional materials which make reference to work performed in accordance with this **Agreement** shall also include a statement of recognition to acknowledge funding contributions by the **District**. Work which has been performed hereunder by the **Recipient** which will be available for access by the public shall also include appropriate signage containing a recognition statement. The exact wording of such statements of recognition shall be mutually agreed upon in writing by the parties prior to the completion date of the **Agreement**.

ARTICLE 5 - PROJECT MANAGEMENT

- 5.1 The Parties shall direct all matters arising in connection with the performance of this **Agreement**, other than invoices and notices, to the attention of the Project Managers for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this **Agreement**.
- 5.2 All notices, demands, or other communications to the **Recipient** under this **Agreement** shall be in writing and shall be deemed received if sent by certified mail, return receipt requested, to the address stated below:

South Florida Water Management **District**Attn: (Project Manager's Name as stated on the first page of the **Agreement**)
(Address as stated on the first page of the **Agreement**)

- 5.3 All notices required by this **Agreement** shall be considered delivered *upon receipt*. Should either Party change its address, written notice of such new address shall promptly be sent to the other Party.
- 5.4 All correspondence to the **District** under this **Agreement** shall reference the **District**'s Application Number.

ARTICLE 6 - TERMINATION/REMEDIES

- 6.1 If either Party fails to fulfill its obligations under this **Agreement** in a timely and proper manner, the other Party shall have the right to terminate this **Agreement** by giving written notice of any deficiency. The Party in default shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the defaulting Party fails to correct the deficiency within this time, the non-defaulting Party shall have the option to terminate this **Agreement** at the expiration of the ten (10) daytime period.
- 6.2 The **District** may terminate this **Agreement** at any time for convenience upon thirty (30) calendar days prior written notice to the **Recipient**. The performance of work under this **Agreement** may be terminated by the **District** in accordance with this clause in whole, or from time to time in part, whenever the **District** shall determine that such termination is in the best interest of the **District**. Any such termination shall be effected by delivery to the **Recipient** of a Notice of Termination specifying the extent to which performance of work under the **Agreement** is terminated, and the date upon which such termination becomes effective
- 6.3 In the event of termination, the **District** shall compensate the **Recipient** for all authorized and accepted work performed through the termination date. The **District** shall be relieved of any and all future obligations hereunder, including but not limited to, lost profits and consequential damages under this **Agreement**. The **District** may withhold all payments to the **Recipient** for such work until such time as the **District** determines the exact amount due to the **Recipient**.
- 6.4 If either Party initiates legal action, including appeals, to enforce this **Agreement**, the prevailing Party shall be entitled to recover a reasonable attorney's fee, based upon the fair market value of the services provided.
- 6.5 In the event the **Recipient**'s funding becomes unavailable, that shall be good and sufficient cause for the **District** to terminate the **Agreement**, pursuant to Paragraph 6.2, above.
- 6.6 In the event a dispute arises which the Project Managers cannot resolve between themselves, the Parties shall have the option to submit to non-binding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties, and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law.

ARTICLE 7 - RECORDS RETENTION

- 7.1 The **Recipient** shall maintain records and the **District** shall have inspection and audit rights as follows:
- A. <u>Maintenance of Records.</u> The **Recipient** shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **Agreement**, including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this **Agreement**.
- B. Examination of Records. The **District** or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **Agreement**. Such examination may be made only within five (5) years from the date of final payment under this **Agreement** and upon reasonable notice, time and place.
- C. Extended Availability of Records for Legal Disputes. In the event that the **District** should become involved in a legal dispute with a third party arising from performance under this **Agreement**, the **Recipient** shall extend the period of maintenance for all records relating to the **Agreement** until the final disposition of the legal dispute, and all such records shall be made readily available to the **District**.
- 7.2 All deliverables, in draft or final form, which are delivered by the **Recipient** in connection with work performed under this **Agreement** shall be provided to the **District** with the unrestricted right to use, reproduce and distribute these deliverables in whole or in part at no additional cost, whether with or without adaptation, for any purpose. This right shall be self-operative upon execution by the parties hereto, however the **Recipient** agrees to execute and deliver to the **District** any further instruments necessary to evidence this right without the payment of any additional consideration by the **District**.

ARTICLE 8 - STANDARDS OF COMPLIANCE

- 8.1 The **Recipient**, its employees, assigns or subcontractors, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this **Agreement**. The **District** undertakes no duty to ensure such compliance, but will attempt to advise the **Recipient**, upon request, as to any such laws of which it has present knowledge.
- 8.2 The laws of the State of Florida shall govern all aspects of this **Agreement**. In the event it is necessary for either party to initiate legal action regarding this **Agreement**, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern **District** of Florida for any claims which are justifiable in federal court.
- 8.3 The **Recipient** shall allow public access to all Project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **Recipient** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **Recipient**.
- 8.4 Pursuant to Section 216.347, Florida Statutes, the **Recipient** is prohibited from the expenditure of any funds under this **Agreement** to lobby the Legislature, the judicial branch, or another state agency.
- 8.5 The **Recipient** shall obtain, at its sole expense, all necessary licenses, authorizations and permits from the appropriate private party or federal, state, municipal or local agency, and other governmental approvals, prior to commencing performance of this **Agreement**.
- 8.6 The **Recipient** hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or is otherwise subjected to discrimination in any activity under this **Agreement**. The **Recipient** shall take all measures necessary to effectuate these assurances.

ARTICLE 9 - YEAR 2000 COMPLIANCE

9.1 In the event that the **Recipient**'s performance, as required by this **Agreement**, involves the use and/or delivery of a software and/or hardware product of any kind, the following language shall apply:

The **Recipient** represents and warrants that the software, firmware and/or hardware is designed to be used prior to, during, and after the calendar year 2000 A.D., and that the software, firmware and/or hardware will operate during each such time period without error relating to date data, specifically including any error relating to, or the product of, date data which represent or reference multiple centuries.

- 9.2 Without limiting the generality of the foregoing, the **Recipient** further represents and warrants:
 - (1) That the software, firmware and/or hardware will not abnormally end or provide invalid or incorrect results of date data, specifically including date data which represent or reference multiple centuries.
 - (2) That the software, firmware and/or hardware has been designed to ensure Year 2000 Compatibility, including, but not limited to, date data century recognition, calculations which accommodate same century and multiple century formulas and date values, and date data interface values that reflect the century.
 - (3) That the software, firmware and/or hardware include Year 2000 capabilities. For the purposes of this **Agreement**, Year 2000 Capabilities means the software, firmware and/or hardware:
 - (i) will manage and manipulate data involving dates and leap year calculations, including single century formulas and multi-century formulas, and will not cause an abnormally ending scenario within the application or generate incorrect values or invalid results involving such dates; and
 - (ii) provides that all date-related user interface functionalities and data fields include the indication of century.
- 9.3 Included as part of this Year 2000 Compliance Warranty, the **Recipient** shall provide to the **District**, at no additional charge, (i) fixes, corrections and updates to the software that are necessary to ensure Year 2000 Capabilities, as defined herein; (ii) advice, consultation and assistance to use the software and/or hardware and diagnose and correct Year 2000 Capability problems that may exist with the software and/or hardware; and (iii) if deemed necessary by the **District**, replacement hardware which is compliant with this Year 2000 Compliance Warranty.
- 9.4 In the event fixes, corrections and updates of the software are not technically feasible, and this **Agreement** involves the purchase and/or license and/or receipt of a software, firmware and/or hardware product of any kind, the **Recipient** shall accept the return of the software and/or hardware if this warranty is breached, and terminate any and all applicable Schedules. Further, the **Recipient** shall refund to the **District** the full amount of the License Fee actually paid to the **Recipient** for the software; and in the case of hardware return, the **Recipient** shall refund to the **District** the full amount of the hardware actually paid to the **Recipient** by the **District**. In addition to the foregoing, the **Recipient** shall refund to the **District** all maintenance fees paid by the **District**, if any, for on-going support, new software releases and product updates. All such refunds shall be made to the **District**. Notwithstanding any other provision in the **Agreement** to the contrary, the **District** hereby reserves all rights to obtain all remedies to the fullest extent of the law, without any limitation whatsoever, as may be determined by a court of competent jurisdiction (including damages or equitable relief).
- 9.5 The term Year 2000 Compliance Warranty shall mean, collectively, the warranties set forth herein. This Year 2000 Compliance Warranty shall survive the expiration or termination of this **Agreement**.

ARTICLE 10 - INDEMNIFICATION AND INSURANCE

10.1 The following indemnification clause shall only be applicable to non-governmental entities.

For value received, which is hereby acknowledged, the **Recipient** shall defend, indemnify, save, and hold the **District**, its agents, assigns, and employees, harmless from any and all claims or causes of action, including without limitation, all damages, losses, liabilities, expenses, costs, and attorney's fees related to such claims, resulting from any negligent or intentional act or omission, or the violation of any federal, state, or local law or regulation, by the **Recipient**, its subcontractors, agents, assigns, invitees, or employees in connection with this **Agreement**. The **Recipient** further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, invitees and employees with the terms of this **Agreement**. The provisions of this paragraph survive the termination or expiration of this **Agreement**.

10.2 The following shall only apply if the work is being performed on District property.

The **Recipient** shall procure and maintain, through the term of this **Agreement**, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the **District's** Certificate of Insurance, attached and made a part of this **Agreement**. The coverage required shall extend to all employees and subcontractors of the **Recipient**. The attached **District's** Certificate of Insurance shall be completed in full, indicating the producer, insured, carrier's name and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate shall be signed by the insurance carrier's authorized representative.

ARTICLE 11 - M/WBE COMPLIANCE

Not Applicable

ARTICLE 12 - RELATIONSHIP BETWEEN THE PARTIES

- 12.1 The **Recipient** is an independent contractor and is not an employee or agent of the **District**. Nothing in this **Agreement** shall be interpreted to establish any relationship other than that of an independent contractor between the **District** and the **Recipient**, its employees, agents, subcontractors, or assigns, during or after the performance of this **Agreement**. The **Recipient** is free to provide similar services for others.
- 12.2 The **Recipient** shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this **Agreement** without the prior written consent of the **District**. Any attempted assignment in violation of this provision shall be void.
- 12.3 It is the intent and understanding of the Parties that this **Agreement** is solely for the benefit of the **Recipient** and the **District**. No person or entity other than the **Recipient** or the **District** shall have any rights or privileges under this **Agreement** in any capacity whatsoever, either as third-party beneficiary or otherwise.

ARTICLE 13 - GENERAL PROVISIONS

13.1 Notwithstanding any provisions of this **Agreement** to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this **Agreement** that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this **Agreement** shall otherwise remain in effect. This provision shall not apply if the "Statement of Work" of this **Agreement** specifies that performance by the **Recipient** is specifically required during the occurrence of any of the events herein

mentioned.

- 13.2 In the event any provisions of this **Agreement** shall conflict, or appear to conflict, the **Agreement**, including the following attachments, all of which are attached to and made a part of this **Agreement** shall be interpreted as a whole to resolve any inconsistency. The Attachments are: Attachment A "Detailed Description of Project," Attachment B "District Insurance Certificate."
- 13.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **Agreement** by the Parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other Party from performing any subsequent obligations strictly in accordance with the terms of this **Agreement**. No waiver shall be effective unless in writing and signed by the Party against whom enforcement is sought. Such waiver shall be limited to provisions of this **Agreement** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 13.4 Should any term or provision of this **Agreement** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **Agreement**, to the extent that the **Agreement** shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 13.5 This **Agreement** may be amended only with the written approval of the Parties.
- 13.6 This **Agreement** states the entire understanding and **Agreement** between the Parties and supersedes any and all written or oral representations, statements, negotiations or **Agreement**s previously existing between the Parties with respect to the subject matter of this **Agreement**. The **Recipient** recognizes that any representations, statements or negotiations made by **District** staff do not suffice to legally bind the **District** in a contractual relationship unless they have been reduced to writing and signed by an authorized **District** representative. This **Agreement** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this **Agreement** on the date written below.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT,

y:	
y:Sheryl G. Wood, Procurement Director	·
Date:	
RECIPIENTS LEGAL NAME:	
5	
By Authorized Official:	
Title:	
Date:	
SFWMD Procurement approved:	
Ву:	
Date	

ATTACHMENT "A" DETAILED DESCRIPTION OF PROJECT

ATTACHMENT "B"

DISTRICT INSURANCE CERTIFICATE

(if applicable)